

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
EUGENE DIVISION

RANITA CORPORATION, an Oregon  
corporation dba SURE-FIT DESIGNS,

Plaintiff,

v.

OTICCA BEAMER, an individual; FIT &  
FASHION LLC, a Georgia limited  
liability company; and BEAMER &  
ASSOCIATES LLC, an Illinois limited  
liability company dba FIT & FASHION,

Defendants.

Case No. 6:16-cv-01368-MC

FINAL JUDGMENT BY CONSENT  
AND PERMANENT INJUNCTION

MCSHANE, Judge:

Based on the record in this case, the parties' resolution of their differences in accordance with a fully executed settlement agreement, and the parties' consent and stipulation to the entry of the following judgment:

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that:

1. This court has jurisdiction over the parties to this action and over the subject matter of this action.

2. This Final Judgment by Consent and Permanent Injunction is subject to all terms of the Settlement Agreement (the “Settlement Agreement”) dated as of September 15, 2016, entered into by and between plaintiff Ranita Corporation (“Plaintiff”), on the one hand, and defendants Oticca Beamer, Fit & Fashion LLC, and Beamer & Associates LLC (“Defendants”), on the other hand.

3. Plaintiff is the owner of U.S. Copyright Registration No. TX0001808433; U.S. Copyright Registration No. TX0001396821; U.S. Copyright Registration No. TX0001808435; and U.S. Copyright Registration No. TX0001808434 (the “Ranita Copyright Registrations”), and the works covered by the Ranita Copyright Registrations (the “Copyrighted Works”).

4. The Ranita Copyright Registrations and the Copyrighted Works are valid and enforceable as to Plaintiff and Defendants.

5. Defendants, and their respective officers, directors, managers, agents, servants, employees, affiliates, successors, and assigns are permanently enjoined, in the United States, from (a) reproducing, preparing derivative works based upon, or publicly displaying any of the Copyrighted Works or any protectable portion thereof; (b) selling or otherwise distributing copies of, or derivative works based upon, any of the Copyrighted Works or any protectable portion thereof; (c) reproducing, preparing derivative works based upon, or publicly displaying any Template Package or any material component part thereof; and (d) selling or otherwise distributing copies of, or derivative works based upon, any Template Package or any material component part thereof. As used in this Final Judgment by Consent and Permanent Injunction, the term “Template Package” means any “Dress Template Package”, “Children's Template Package”, “Ladies Pant Template Package”, or “Ladies Shirt Template Package” sold or offered for sale by any Defendant prior to September 1, 2016.

6. Except as otherwise provided in this Final Judgment by Consent and Permanent Injunction, this action is hereby dismissed with prejudice, without fees or costs to any party.

7. This court shall retain continuing subject matter and personal jurisdiction for the purposes of construing or enforcing the terms of this Final Judgment by Consent and Permanent Injunction, and the Settlement Agreement between the parties, or for resolving any other dispute arising hereunder.

8. There shall be no appeal from this Final Judgment by Consent and Permanent Injunction.

Dated this 19 day of September, 2016.

  
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MICHAEL J. McSHANE  
United States District Judge

SUBMITTED BY:

STOLL STOLL BERNE LOKTING  
& SHLACHTER P.C.

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